

Copy of Term Contract - DO NOT PROCESS

Vendor No. 100028645
Contact LYNN BRACEWELL
Your reference SP-14-0064

FLOWERS BAKING CO OF BATESVILLE
1223 S ST LOUIS ST
BATESVILLE AR 72501-7228

Contract No. 4600031200
Date 12/25/2013

Contact Jaime M. Motley
Telephone 501-371-6065
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

See Agency PO

Ship To:

FLOWERS BAKING CO OF BATESVILLE
1223 S ST LOUIS ST
BATESVILLE AR 72501-7228

Valid from: 12/25/2013

Valid to: 12/24/2015

AWARD NUMBER: SP-14-0064
COMMODITY: FRESH BREAD
CONTRACT PERIOD: 12/25/14 - 12/24/15
AASIS #: 4600031200
*** Does NOT deliver to All locations***
Extension 1 of 6

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

THE QUANTITY LISTED IS ESTIMATED AND NOT A GUARANTEE TO PURCHASE

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

This contract will be for a period of one (1) year and has the option to be renewed for up to five (5) additional one (1) year increments or a portion thereof, if mutually agreed upon, in writing by the Office of State Procurement and the vendor.

PRICE INCREASES/DECREASES:

Requests for standard contract price changes may be made at the time of renewal provided the price increase is necessary and based on an increase in the price of manufacturing the product. OSP's due diligence regarding price change requests is to consider the reasonableness of the request and document consideration on behalf of State agencies. Increases will not be considered to increase profit or margins.

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Price escalation requests from vendors MUST be submitted in the format supplied by the contract administrator. OSP will not be responsible for manipulating the vendor's price list to match the posted contract. Any price increase request not submitted in the appropriate format may be rejected. All shipments are to be billed at prices in effect at the time of the order, not the date the shipment is made.

AGENCIES:**DEPARTMENT OF CORRECTION**

DIAGNOSTIC UNIT 7500 CORRECTION CIRCLE, PINE BLUFF, AR 71603
NORTH CENTRAL UNIT HC62 BOX, CALICO ROCK, AR 72519
PINE BLUFF WORK COMPLEX 890 FREELINE DRIVE, PINE BLUFF, AR 71603
WRIGHTSVILLE UNIT 8400 HWY 386, WRIGHTSVILLE, AR 72183
JEFFERSON CO JAIL 7206 WEST 7TH STREET, PINE BLUFF, AR 71603
TUCKER UNIT - WOMEN 2400 STATE FARM ROAD, TUCKER, AR 72168-8703
N.W. AR WORK RELEASE 403-B HUNTSVILLE, SPRINGDALE, AR 72764
BENTON SERVICES 6701 HWY 67, BENTON, AR 72015
WRIGHTSVILLE/BOOT CAMP 22522 ASHER ROAD, WRIGHTSVILLE, AR 72183
INSTITUTIONAL WAREHOUSE 600 CORRECTIONAL CIRCLE, PINE BLUFF, AR 71603
MISSISSIPPI COUNTY WORKMEADOW ROAD, LUXORA, AR 72358
LEE COUNTY CORR FAC 324 LEE, BRICKEYS, AR 72320
TUCKER UNIT - MAX. SECURITY 2501 STATE FARM ROAD, TUCKER, AR 72168

HUMAN DEVELOPMENT CENTERS

ALEXANDER UNIT PO BOX 320, ALEXANDER, AR 72002
ARKADELPHIA UNIT 1 PRATOR DRIVE, ARKADELPHIA, AR 71923
BOONEVILLE UNIT HWY 116 SOUTHBOONEVILLE, AR 72927
CONWAY UNIT SIEBENMORGAN ROAD, CONWAY, AR 72032
JONESBORO UNIT 4701 COLONY DRIVE JONESBORO, AR 72401

DEPARTMENT OF COMMUNITY CORRECTION

CAC - LITTLE ROCK 4823 WEST 7TH STREET, LITTLE ROCK, AR 72204
NEA - OSCEOLA 1351 CYRO ROAD, OSCEOLA, AR 72370
NWA - FAYETTEVILLE 100 NORTH COLLEGE AVE, FAYETTEVILLE, AR 72701
OTV - MALVERN 104 WALCO LANE, MALVERN, AR 72104
SEA - PINE BLUFF 7301 WEST 13TH STREET, PINE BLUFF, AR 71602

STATE POLICE ACADEMY - CADET KITCHEN
GEYER SPRINGS ROAD, LITTLE ROCK, AR 72209

AR CAREER TRAINING INSTITUTE
105 RESERVE, HOT SPRINGS, AR 71901

ARKANSAS HEALTH CENTER
6701 HWY 67, BENTON, AR 72015-8489

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PULASKI TECHNICAL COLLEGE - LITTLE LEANERS
 1500 W. PERSHING BLVD, N. LITTLE ROCK, AR 72216

SCHOOL FOR THE DEAF
 2400 WEST MARKHAM, LITTLE ROCK, AR 72203

SCHOOL FOR THE BLIND
 2600 WEST MARKHAM, LITTLE ROCK, AR 72203

WAR MEMORIAL STADIUM
 #1 STADIUM DRIVE, LITTLE ROCK, AR 72205

Item	Material/Description	Target Qty	UM	Unit Price	Amount
0003	10100579 BREAD, LOAVES, SLICED, WHEAT,24OZ Item # 137-1020-0	125,134	each	1.05	\$ 131,390.70
0005	10128551 Bread, Whole Grain, Loaves, White, Slice Item # 611-1162-0	4,225	each	1.20	\$ 5,070.00
0006	10128554 Bread, Whole Grain, Loaves, Wheat, Slice Item # 102-1560-0	7,462	each	1.20	\$ 8,954.40
0009	10101001 BREAD, TEXAS TOAST, SLICED,24OZ Item # 101-1010-0	9,210	each	1.20	\$ 11,052.00
0023	10001112 ROLL, DINNER, READY TO SERVE, 12PK Item # 101-1380-0	3,940	each	1.10	\$ 4,334.00
0028	10101040 CAKE, SPONGE, DESSERT SHELLS,4/PKG. Item # 687-5700-0	975	each	1.00	\$ 975.00
Estimated Net Value					161,776.10

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.

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2. **PRICES:** Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. **DISCOUNTS:** All cash discounts offered will be taken if earned.
4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
10. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

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13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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